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OVERLAND
CHINA MAIL
BEFORE GOING HOME.

No. 14,878

The China Mail.

ESTABLISHED 1841

Don't Forget
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THORNE'S
OLD VAT



This VAT WAS STARTED BY THE LATE ROBERT THORNE
OF BREMEN AND HAS BEEN SOLD AS NEW SINCE 1853.

SCOTCH WHISKY.

SOLE AGENTS IN
HONG KONG, CHINA & MANILLA.
A. S. WATSON & CO., LTD.
Hong Kong, May 1, 1909.

BANDMANN DRAMATIC CO.

"Conn the Shaughraun."

The Bandmann Dramatic Company, appeared to great advantage in "Conn the Shaughraun," at the Theatre Royal on Saturday evening and it was certainly a performance that justified a larger audience than was present. The Irish drama, abounding in humour, sentiment and pathos, was most successfully given. The plot centres round the fortunes of an Irish family whose success in the world has been cut short by Corry Kinchela, a squireen, to whom advantage it has been to have under sentence Robert Ffolliott, a young Irish gentleman, in love with Arta O'Neal, and with whom the squireen is also in love. Robert Ffolliott's escape from prison is assisted by Conn the Shaughraun, the soul of every fair, the life of every funeral, the first fiddle at all weddings and festivities. But the convict is traced to the residence of his tutor and guardian, Father Dolan, the parish priest of St. Sebastian, where Captain Molineux, a young English Officer commanding a battalion at Ballymagraget, I, forced, at the risk of offending Arta O'Neal and Claire Ffolliott, Robert's sister, and, with whom he has fallen in love, to arrest the escaped prisoner. Subsequently, the Squireen fears the result of a rumour he hears of a probable pardon for the Fenian prisoners, and arranges to show a desire for atonement, and an anxiety to effect the escape of Robert by which he means to practically encompass the latter's death. This scheme, however, is again frustrated by Conn, though it is believed at the cost of his life, he being shot, it is supposed, while assisting Robert to escape. Arta O'Neal and Moya, Father Dolan's piece, who is in love with Conn, are captured by the squireen, who, while in authority over Arta O'Neal, makes vain inducements to get her to marry him. In the interim, Claire Ffolliott is infatuated by Captain Molineux, Robert obtains a free pardon and returns, the Squireen is convicted on an abundance of evidence against him, and Conn comes back to life, having only pretended to be dead to effect the escape. Mr. Henry Dallas, who took the part of Conn, was the life and soul of the piece, and was excellent as an Irish lad. A good deal of the humour of the piece centred round Father Dolan's cottage, where the love-making between Moya and Conn was most amusing, and Mrs. O'Kelly's Cabin, where the Irish wake was depicted—Conn laid out for burial, with candles stuck in bottles at each corner of the bed; and Mrs. O'Kelly, his mother, Nancy Malone, keened, assisted by other male peasants "weeping over the dead." Nancy seeks consolation in the jug, which Conn also contrives to reach and partake of unobserved, which circumstance greatly tickled the risibilities of the audience. Miss Minnie Rayner as Miss O'Kelly, Miss Flo. Hamilton, as Nancy Malone, were exceedingly good, while Miss Lillian Lloyd, played the part of Conn's sweetheart with much grace. Miss Anna Earle filled the role of Arta O'Neal with distinction and Miss Florence Dalton gave a realistic representation of Claire Ffolliott. Mr. Edward Grantly made an ideal officer and did his part well. Mr. Sydney T. Pease was distinctly good as Father Dolan, while Mr. W. G. Riley as Robert Ffolliott gave a representation of the part that was excellent. Mr. Alex. Alves being also good as Corry Kinchela, a squireen, while Mr. H. E. Stevenson proved very capable as Harry Duff, a police spy.

To-night "East Lynne" will be staged and to-morrow evening this talented company will play "The Girl who lost the Wrong Turn."

DON'T PUT IT OFF.

DON'T allow twenty-four hours to elapse without Chamberlain's Colic, Cholera and Diarrhoea Remedy in your home. True, you may not need it within that time, but it is better than any doctor's prescription and worth twenty times its cost in cases of diarrhoea, cramp, colic or dysentery, which are liable to come on suddenly at this season of the year. For sale by all chemists and druggists.

HONGKONG MONDAY, MAY 10, 1909.

PRICE, \$2.00 Per Month.

INTIMATIONS.

BUSINESS NOTICES.

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HAVE BUILT OVER 100
FAST LIGHT DRAFT LAUNCHES, MOTOR
BOATS, MOTOR-BARGES, TUGS, LIGHTERS
AND PASSENGER STEAMERS.
Works—Kowloon Bay. Office—Hotel Mansions.

FAIRALL & CO.

ARE NOW SHOWING
NEW SUMMER STOCK.
AN ASSORTMENT OF MILLINERY
TRIMMED AND UNTRIMMED.
MUSLINS, ORGANIES LINENS
IN ALL SHADES AND DESIGNS.

EMBROIDERED ROBES
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Hosiery, Gloves, etc.

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OBTAIABLE EVERYWHERE
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Rings, Brooches, Ear-rings, Pins, Pendants, Hair-combs,
Charms, Chains, Links, &c.

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GOLD & SILVER WATCHES, CLOCKS, OPTICAL GOODS.

Repairs of Watches and Jewellery effected by experienced Europeans.

J. ULLMANN & CO.

34, Queen's Road Central, Opposite General Post Office.

MAGISTRATE

It is hereby notified that a MEETING of HIS MAJESTY'S JUSTICES of the PEACE for the Colony will be held at the MAGISTRATE, at 2.15 P.M., on FRIDAY, the 11th May, 1909, for the purpose of considering the following applications and the Liquidation of Ordinances, 6 of 1898 and 8 of 1903, viz.—

From H. RICHARD FRANCIS DALY for the transfer to him from one J. H. Newson of the adjacent licences to sell by stall int. existing liquor on premises numbered 29 and 31, Des Voeux Road Central, under the sign of "The Owl Girl E. g."
J. H. KEMP,
Police Magistrate.
Hong Kong, May 4, 1909. 619

NIGHT STEAMER TO
CANTON.

NEW TWIN SCREW STEAMER,

S.S. SAN CHEUNG
Will throughout with Electric Light
and Fans supplied in all Cabins.
(Captain J. McGINTY).

EAVES Hongkong for Canton at 9 P.M.
on SUNDAY, TUESDAY & THURSDAY.

Leaves Canton for Hongkong at 5.30 P.M. on
MONDAY, WEDNESDAY & FRIDAY.
Fare, 1st Class, \$1.50 single passage.
Mail, \$1.00 per lb. each.
Servants passage must be paid for.
CHUNG ON STEAMBOAT CO., LTD.
No. 228, Des Voeux Road Central.
Hong Kong, November 12, 1908. 184

BUSINESS NOTICES.

BELL'S ASBESTOS EASTERN AGENCY, LIMITED

(SOLE AGENTS FOR BELL'S ASBESTOS CO., LTD., LONDON.)

BELL'S ASBESTOS

THE MOST RELIABLE PACKING FOR MARINE ENGINES.

BEWARE OF IMITATIONS. SOLE MANUFACTUREES.

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LARGE STOCK OF PACKINGS, JOINTINGS, &c. ALWAYS IN HAND.

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LANE, CRAWFORD & CO.

A LARGE SELECTION OF

BATHING COSTUMES

AND SWIMMING SUITS.

BATH ROBES AND TOWELS.

NEW STOCK OF

Summer Underwear.

LANE, CRAWFORD & CO.

NESTOR SANITARY FLUID

A RELIABLE DISINFECTANT

Pint Tins, 50 Cents. One Gallon Tins \$2.

SUN GLASSES. SUN GLASSES.

HOUSEHOLD AMMONIA

For the Bath and all Toilet Purposes, Delicately Perfumed.

Half Pint Bottles 60 Cents.

VICTORIA DISPENSARY.

THE HONGKONG HOTEL

UNRIVALLED FOR COMFORT AND CUISINE.

THOROUGHLY UP TO DATE WITH EVERY MODERN LUXURY.

MODERATE TERMS AND NO EXTRAS.

BAND AT TIFFIN & DENNER. A. F. DAVIES, Manager.

PEAK HOTEL.

ADmirably situated at Victoria Gap.

Adjoining the Tramway Terminus, 1,400 feet above Sea Level.

OPEN to the South Wind; Sunshades and protected from the North-east Winds in

Winter. Commanding a magnificent view of Hongkong, the Harbour and adjacent

islands for forty miles.

A FIRST-CLASS FAMILY, RESIDENTIAL AND TOURISTS' HOTEL.

TERMS—From \$5 per day. MEAL, TELEGRAPHIC ADDRESS: "PEACOCK".

TOWN OFFICE: 1, DES VOEUX ROAD.

Hongkong, February 8, 1908. 21

ASTOR HOUSE HOTEL

(LATE CONNAUGHT HOTEL).

QUEEN'S ROAD CENTRAL

CENTRALLY situated, up-to-date Hotel. Recently renovated and under entirely

New Management. Large and Comfortable Rooms, Excellent Cuisine, under the

supervision of an experienced French Chef.

PARTICULARS AND RATES on application to MANAGER.

L. G. GEAU, Proprietor. N. BLUMENTHAL, Manager.

Hongkong, October 3, 1908. 1581

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No. 2, Queen's Road Central.

Telephone No. 197.

Mrs. M. MATTHAY, Proprietress.

A THOROUGHLY FIRST-CLASS AND UP-TO-DATE HOTEL.

CUISINE under European Supervision. Grills at short notice. Private Bar and

Billiard Rooms. Monthly Rates for Tiffin and Dinner.

TELEGRAPHIC ADDRESS: "CONFOR". HONGKONG.

M. MATTHAY, Proprietress.

Hongkong, November 12, 1908. 1584

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PORTLAND CEMENT

In Casks of 375 lbs. net. \$5.50 per Cask, ex Factory.

In Bags of 250 lbs. net. \$3.45 per Bag, ex Factory.

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PHOTOGRAPHERS.

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TARNISHED SHIPS FITTINGS, PLATED DINNERS,
SERVICES, etc.

It is not your FAULT that they get in this condition, but it is
your fault if you allow them to stay so.

ELECTRO PLATING WORKSHOPS
AT KOWLOON.

All plated ware so easily tarnished in this damp and
variable climate can be polished, nickel or silver
electro plated (triple plate and burnished) and
made equal to new at small cost.

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ELECTRICAL ENGINEERS AND CONTRACTORS.

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ELECTRO PLATING AND REPAIR WORKSHOPS AT KOWLOON.

Telephone 358.
Telegram "Mariswork".

Hongkong, May 10, 1908.

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PEDDER STREET—ADJOINING MAIN ENTRANCE HONGKONG HOTEL.

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STATE EXPRESS CIGARETTES.

ARDATH SMOKING MIXTURE.

TURKISH AND EGYPTIAN CIGARETTES.

Steel Cash Boxes. Letter and Invoice Files.

Best Brass Letter Balances.

ACCOUNT BOOKS OF EVERY DESCRIPTION.

Champagnes, Sherrries.

Marsalas, Madeira.

Ports, Lagers.

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WATCHMEN AND JEWELLERS.
HOTEL MANSIONS.

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DIAMOND JEWELLERY AND ENGLISH SILVER WARE,
HIGH-CLASS GOLD AND SILVER WATCHES.
LARGE SELECTION OF PRESENTATION PLATE, CUPS, BOWLS,
&c. FALCONER & Co. ARE AGENTS FOR BOSS'S FAMOUS TELESCOPES AND
BINOCULARS, FORD KEIVINS' NAUTICAL INSTRUMENTS,
ADMIRALTY CHARTS AND BOOKS.

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WING KEE & CO.,

No. 47, 48 and 49, CONNAUGHT ROAD, CENTRAL.
SHIP-CHANDLERS, RAILMAKERS, PROVISION MERCHANTS, COAL
MERCHANTS, &c., &c., OF FIFTY YEARS STANDING.
SHIP CAPTAINS ARE REQUESTED TO GIVE US A TRIAL.

FRANCISCO TSE YAT, General Manager.

Hongkong, August 12, 1908.

1117

REMINGTON
TYPEWRITERS
WITH ALL REQUISITES.

SIEMSEN & CO.,

SOLE AGENTS.

Hongkong, March 1, 1908

CHAMPAGNE
THE LEADING BRAND

G.H. MUMM & C°.
REIMS

BY SPECIAL APPOINTMENT TO



Shewon Tomes & Co.

GENERAL AGENTS

HONG-KONG, CANTON
& MACAO.

Hongkong, January 27, 1908

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FIRE EXTINGUISHER.

AN OUNCE OF PREVENTION IS BETTER THAN A POUND OF CURE.

Indispensable for Offices, Schools, Clubs, Hospitals
Hotels, most recommendable for Private Resi-
dences, especially in Hill Districts.

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PITTSBURG
VISUAL
TYPEWRITER
RELIABLE, CHEAP, WRITING ALWAYS VISUAL.
"It's All Write."

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DINNEFORD'S

The Physician's
Cure for Gout,
Rheumatic Complaints
and Rheumatism.

Safest and most
Effective Appliance
for

WATER CURE.

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POWELL'S

Pith
Cork
and
Rubber
Helmets.

28, QUEEN'S ROAD.
(Opposite the Clock Tower).

THEATRE ROYAL.
BANDMANN DRAMATIC CO.
Including Mr HENRY DALLAS.
TODAY (MONDAY),
The Ever-Popular Play
EAST LYNNE,
From Mr Henry Wood's Novel.
LAST NIGHT!
TO-MORROW (TUESDAY),
Grand Production, on an elaborate scale, of
**THE GIRL WHO TOOK THE
WRONG TURNING**,
BY THE AUTHOR OF "THE WORST
WOMAN IN LONDON".
PRICES AS USUAL. Plan at MOUTRIE'S.
665

VICTORIA = = =
CINEMATOGRAPH

TO-NIGHT! TO-NIGHT!
Debut of the Celebrated Tenor
SIGNOR TORRAS.
Opera Selections and English
Songs.

NEW SENSATIONAL FILM
CAPTAIN DREYFUS
EIGHTEEN SCENES.
MISS HILDA
Serpentine Dancer.
Hongkong, March 8, 1909. 338

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WYNDHAM STREET,
up from the Clock Tower.

CONTINUOUS PERFORMANCE
EVERY EVENING
Commencing at 8 p.m.
10 cents. 40 cents.

MATINEES
WEDNESDAY AND SATURDAY, at 4 p.m.
Children Half Price.
Hongkong, March 16, 1909. 376

ALEXANDRA CINEMATOGRAPH
No. 2, ZETLAND STREET—
Center of HOOGAAN ALLEY—NEAR CLOCK
TOWER.

TO-NIGHT AND EVERY EVENING,
9 to 11 p.m.
MRS ROSA BARNES'
Elaine Weston.

THE CELEBRATED SOCIETY ENTERTAINERS
THE BEST PICTURES IN TOWN
MISS RUBY HAY,
Dancer & Dancer (New to Hongkong).

EVERY SATURDAY, at 4 p.m.
SPECIAL MATINEES for Children.
Prices, Adults, 15 Cents; 10 Cents.
Children, 50 cents.
Hongkong, January 26, 1909. 186

BABY GRANDS -

and

UPRIGHT GRANDS

BY

RACHELS, RUD, BACH,
ROSENKRANZ,
BLUTHNER, STECK,
PLEYEL, KEMMLER,
CHAPPELL & HOPKINSON
etc., etc., etc.

NEW PIANOS

OF THE ABOVE
MANUFACTURES ONLY
TO BE HAD AT

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SOLE AGENTS. (c)

Hongkong, April 16, 1909.

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PHONE No. 636.

Ready made day and evening

Gowns, Paris Models in
Hats and Toques, Laces,
Trimmings, Underclothing,
Boots and Shoes,
Hosiery and Gloves,
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Telegraphic Address, "MAIL" Hongkong.

Code, A. B. C., fifth edition.

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CHINA MAIL, LIMITED.

MEMOS FOR TOMORROW.

Amusements.

9 p.m.—Performance by the Bandmann

Dramatic Co. at City Hall.

9 p.m.—Performance of Hippodrome

Circus at Causeway Bay.

Miscellaneous

Goods per Prinz Eitel Friedrich under-

lived at this date subject to rent.

General Memoranda.

WEDNESDAY, May 12.—

2.30 p.m.—Auction of Household Furni-

ture, &c., at No. 9, Kennedy Road.

Goods per Koranee undelivered after this

date subject to rent.

FRIDAY, May 14.—

Goods per Denbiggshire not cleared on

this date as 5 a.m. to rent.

2.15 p.m.—Meeting of His Majesty's

Justices of the Peace at the Magistracy.

The China Mail.

HONGKONG, MONDAY, MAY 10, 1909.

PERSIA.

MATTERS are clearly moving to a crisis

in Persia and unless the Shah can make

terms with the Nationalists within a

few days, Russia will convert her

threats into definite action and move

down with considerable force into the

distressed kingdom. Yet if Persia could

only be left to her own devices she

would speedily work out her own

salvation. The Nationalists are growing

stronger week by week, while the reac-

tionaries are deserting the Shah day

by day. As we have before pointed out

in these columns, the Shah would

gladly recall the promises made by his

late father—and reluctantly wrung from

himself on the day of his accession—to

grant a Constitution to Persia, for ever

since he came to the Throne, he has

done his best to restore the ancient

system of autocracy. Indeed, he has

been heard to say that "he would prefer

to be a Russian vassal with absolute

power over his own people, rather than

a constitutional monarch with a limited

authority over a free people." With

that end in view he affects Russian

dress and, so far as he can, apes

Russian manners, but like the rest of

the Persians in his heart of hearts he

really dreads Russian intervention.

With the exception of the district

between Tabriz and Teheran, however,

his power has almost passed away, for

the rest of the land is controlled, nay

well and peacefully governed, by the

Nationalists who are pressing for the

constitutional monarch with a limited

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Nationalists who are pressing for the

constitutional monarch with a limited

authority over a free people?" With

the singular fact that the two great

Mahomedan powers of Asia—Turkey

and Persia—are now engaged in beat-

ing out an issue identical political

questions. In Turkey's case, so far as

we can see, constitutionalism has won

the day: what the outcome of the

struggle in Persia will be it is very

difficult at this time of writing to

accurately forecast.

The Duke of Norfolk has sold

Bolbin's famous portrait of the Duchess

of Milan to Messrs Colnaghi, the art

dealers, for about £20,000. The Times

says that Messrs Colnaghi would con-

tribute liberally if a national fund were

started for the purchase of the picture.

A BARGAIN.

WHEN you can save from 25 to 50

per cent on any article, you have a

bargain. When you buy a bottle of Cham-

berlain's Colic, Cholera and Diarrhoea

Remedy at the regular price, you will

probably save several times its cost if

doctor's bills before the summer is over.

Besides the feeling of security you

will have in knowing that your family is

prepared for sudden attacks of dysentery

or diarrhoea. For sale by all chemists and

druggists.

THE CHINA MAIL.

Ltd.

5, Wyndham Street.

NEWS OF THE DAY.**SOCIAL AND PERSONAL.**

Mr J. L. McPherson, secretary of the
Y.M.C.A., leaves to-morrow for a holiday
at Shanghai.

Among the departures from the Colony
on Saturday were Mrs and Miss Chatham.
They go home via Canada.

The Hon. W. W. Rockhill, American
Minister at Peking, has been appointed
Ambassador to St. Petersburg.

Sir George Caruso, the famous tenor, is
suffering from atony of the vocal chords.
Specialists advise him to take two years' rest.

Musical and naval circles will greatly
miss the Rev. M. Longridge, R.N., who
left for home on Saturday by the Empress
of China.

According to Kobe newspapers H. I. H.
the Crown Prince of Japan honoured the
Yokohama race-meeting with his presence
last Saturday.

Ceylon papers contain a Suez telegram
announcing the death from cancer of Mr
N. Lazarus, the well-known optician. He
was on his way home by the P. & O. Malwa.

The Army Council has approved of the
early formation of a Territorial Reserve,
and it is hoped thereby to raise 100,000
men from time-expired men, making the
total strength of the Territorial Army
400,000.

The Army Council has approved of the
early formation of a Territorial Reserve,
and it is hoped thereby to raise 100,000
men from time-expired men, making the
total strength of the Territorial Army
400,000.

Jones, the American citizen who has
been standing his trial at Chefoo on a
charge of having killed a native sampan
coolie on March 23, has been found guilty
of manslaughter, and has been sentenced
to three years' imprisonment.

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400,000.

The Army Council has approved of the
early formation of a Terr

THE CHINA MAIL.

A JAPANESE LOAN.

(Reuter's Service to the China Mail.)
Copyright protected under
Ordinance 3 of 1894.)

LONDON, May 9.
A loan of £10,000 for the city of Nagoya, Japan, has been issued at 95½.

LONDON, May 10.
The Nagoya City loan was over subscribed ten-fold and is now quoted at 11½ premium.

THE CANTON-HANKOW RAILWAY LOAN.

NEGOTIATIONS TO BE RESUMED.

France, England and Germany to Participate.

(Reuter's Service to the China Mail.)
Copyright protected under
Ordinance 3 of 1894.)

LONDON, May 10.

In Berlin it is semi-officially stated that negotiations will be resumed in a few days for the settlement of the Canton-Hankow railway question, and the manner in which the money is to be loaned to China. It will be proposed that the German loan be increased to £5,500,000 and extended to the line from Hankow to Chengtu, while the Anglo-French group of financiers will enjoy certain privileges with reference to the delivery of material for the Hankow-Chengtu line, and will have the right to settle the appointment of the Chief Engineer of the Canton-Hankow section.

JAPAN AND AMERICA FRATERNISE.

REAR-ADmirAL IJICHI ENTERTAINS.

(Reuter's Service to the China Mail.)
Copyright protected under
Ordinance 3 of 1894.)

LONDON, May 10.

Rear-Admiral Ijichi, now visiting the United States with the cruisers Asao and Soya (formerly Russian war-vessels, but now the training squadron of the Japanese Navy) has entertained 700 San Francisco notabilities on his flagship. Afterwards the Governor of California, the Mayor of San Francisco and a number of naval and the officials dined on board.

Note—A telegram from San Francisco to the Japanese press reads:—Rear-Admiral Ijichi called on Rear-Admiral R. D. Evans to-day, when they had a long and very pleasant talk. In the course of the conversation, the American Rear-Admiral said that the historical friendship between Japan and America was too strong to be disturbed by any differences in conceivable point of view or the intrigues of a third party. At that moment a photographer arrived at the Hotel, whereupon Admiral Evans jokingly suggested that a "Japanese-American war commemoration picture" should be taken. The Japanese Rear-Admiral smiling agreed to the proposal, and the two officers were then photographed standing side by side. When the picture had been taken, Admiral Evans exclaimed: "Now the American-Japanese war is over."

THE IMPERIAL ENVOY.

(Wah Tsai Yat Po's Service.)

PEKING, May 9.
It is now proposed that Prince Tsai Tao, brother of the Prince Regent, shall accompany Prince Tsin when the latter goes abroad to convey the thanks of China to those states who sent representatives to the funeral of the late Emperor.

MANCHURIA AND FENGTIEN.

(Wah Tsai Yat Po's Service.)

PEKING, May 9.
Viceroy Si Liang, of Manchuria, is appointed acting Governor of Fengtien.

THE CHINESE NAVY.

(Wah Tsai Yat Po's Service.)

PEKING, May 9.
As a first step towards reorganizing the Chinese Navy, it has been decided to raise the Southern Squadron, and Admiral Sch has been directed to make a survey of Sam-sa, in Fukien, and Nam-tin, in Chekiang, as to their suitability for Naval stations.

NEW GOVERNOR OF KIANGSI.

(Wah Tsai Yat Po's Service.)

PEKING, May 9.
It is proposed to appoint Sui Ching, at present Provincial Treasurer of Kiangsu, Governor of the Province.

NEW OPIUM TAXATION.

(Wah Tsai Yat Po's Service.)

PEKING, May 9.
From the 4th moon, the Board of Finance will increase the tax on opium.

NORWEGIAN STEAMER RUNS ABOARD.

The Norwegian steamer Helios recently ran ashore on Hainan Island bank, from which she was assisted off by the German gunboat Luchs. The Luchs then continued her voyage and reached Hongkong this morning.

GOVERNOR AS PLAINTIFF.

SHOULD IT BE THE KING?

"Cat's Paw of Greedy Chinese."

In the Supreme Court, to-day, before His Lordship the Chief Justice (Sir Francis Pigott), His Excellency the Governor (Sir F. D. Luard), for, and on behalf of, the Government of Hongkong, brought an action against Chu Ping, of No. 313 Des Vaux Road, claiming specific performance of the defendant of agreements dated 18th December, 1889 and 26th July, 1903, in respect of Marine Lot, No. 82A. The Hon. Mr. H. E. Pollock, K.C., instructed by Mr. H. L. Denny, Crown Solicitor, appeared for His Excellency the Governor, while Mr. M. W. Slade and Mr. G. C. Alabaster, instructed by Mr. Gedde, of Messrs. Johnson, Stokes and Master, were for defendant.

Mr. Pollock read the pleadings, which were of great length, after which Mr. Slade moved that the action be dismissed. He said his Lordship would see that the action was founded upon the rights which were alleged to be plaintiff's by virtue of two agreements. The first agreement was made in 1889 with the Governor of Hongkong and the second agreement was made ostensibly with Sir Henry Blake in 1899. The present action was brought by Sir Frederick Lugard, Governor of Hongkong, for and on behalf of the Government of Hongkong. If his Lordship took portions of that title-spiration he would see that no possible portion of the form of words used to describe the plaintiff gave him any right of action at all. In the first place taking him as an individual in the statement of claim did not in any way affect his title from his predecessor in office.

His Lordship asked if there were any clause in the Interpretation Ordinance.

Mr. Slade said there was a clause in it in all ordinances the Governor means the Governor for the time being.

His Lordship—It does not deal with rights?

Mr. Slade replied that there was no connection with rights at all. Proceeding he said it ought to be shown on the face of the pleadings how the title got from the then governor in 1889 and Sir Henry Blake into the plaintiff. It might be that plaintiff had a title but it did not appear on the face of the pleadings. The difficulty was not cured by the addition of the words "Governor of Hongkong" which was his title. There was no Ordinance in that title which gave the Governor of Hongkong right of action. He was not a Corporation, and he was given no right of action by any Ordinance of the Colony. In all actions against the Government it was provided by the Code that they should be brought against the Attorney-General.

His Lordship—Is this the first action the plaintiff has ever brought?

Mr. Slade—I believe so my Lord. I do not know any other. I think it is inconceivable that any other should have been brought. Proceeding, Mr. Slade said the next words in the title did not help the plaintiff—"for and on behalf of the Government of Hongkong." There was no such legal entity as the Government of Hongkong known to the law. It was a loose expression; it was very well understood in ordinary language, but it was an expression on the same part as the "Cabinet" in England. An action could not be brought against the Cabinet. It was perfectly well known in common law that an action which was brought for and on behalf of the Government of England could not be brought against the King in his capacity as the reigning sovereign at the time being, unless there was special legislation enacted, say a Charter, which created the office of one of the Secretaries of State, or other high offices of the Crown, into a Corporation sole. But for anything which was not covered by such exceptions the plaintiff was the reigning Sovereign for the time being. The judgments of the Court of Appeal made it quite clear that there was no legal entity known such as the Government of Hongkong.

His Lordship—But I am not quite sure whether it is not sufficiently indicated when it is put as it is here. I am not quite sure that the same principle applies.

Mr. Slade—if the named plaintiff has not got right of action the assertion that he is suing for and on behalf of the Government of Hongkong will not give him that right of action.

His Lordship—Supposing I were to bring an action for and on behalf of the Government, it would be different, but when it is the person holding the same office there is the principal running through it that is causing the same title as his predecessor would.

Mr. Slade—Then let him state his title. My objection is that the action is defective because his title is not stated in any way. That is with regard to the individual plaintiff, a suit by a Governor on behalf of the Government is no suit at all. He may be clearly a proper plaintiff, but it is not shown in the statement. I do not want to advise my friend, but the obvious plaintiff in this case is His Majesty the King. But how far the King would approve of being made the cat's-paw of two greedy Chinese who have been already defeated in the Privy Council I don't know.

His Lordship—I am not quite sure that the King would be the proper party.

Mr. Slade—the whole suit was with regard to Crown lands: Crown leases had to be granted and His Majesty's name appeared on the leases, which were granted by the Governor for and on behalf of His Majesty.

Mr. Pollock, replying to the points raised, said it must be noted that in the Interpretation Ordinance 8 of 1887, Section 5, it was enacted that in that Ordinance and other Ordinances passed since May 22nd, 1887, the word "Governor" should include the officer for the time being administering the Government of the Colony. Therefore, assuming something had been done under Statute, the right of the Governor during whose period of Government the document was made or the contract entered into, would be important to establish that particular point because, as a matter of fact, the documents which were entered into in the present case by Chu Ping, the defendant's plaintiff, were documents which were entered into in the form of the schedule to Ordinance 8 of 1889. The operative part in that Ordinance stated that it was for the Governor, or somebody on his behalf, to enter into the form in the schedule.

Further evidence was taken and the case was adjourned.

Reclamation Ordinance had it down that the Governor was the officer on behalf of the Government who was to enter into an agreement under the Ordinance, such an agreement, for instance, as referred to in the statement of claim in Paragraph 5. In this case, however, it was made by Mr. Bruce Shepherd, for and on behalf of the Governor, not made, as he should submit, under the statutory form in that Ordinance, that "the Governor" in the article of agreement in Paragraph 5 in the statement of claim included the whole string of Governors, so to speak, of this Colony. In fact, unless that were so a very great absurdity would result, because it would mean, assuming him to be alive, that before his learned friend's client could possibly claim any good title at all he would have to get some sort of assignment or confirmation of title from Sir William Des Vaux.

Mr. Slade—Oh no! His Majesty the King would quite satisfy me.

Mr. Pollock—if the word "Governor" is limited to Sir William Des Vaux, my friend's title would be much in the air.

Mr. Slade—I beg your pardon; I should be quite satisfied with it.

Mr. Pollock, proceeding, said there was no reason why it would be absurd to limit the word to apply only to Sir William Des Vaux. This reclamation was not occupying several years before its completion. As a matter of fact, the reclamation of this particular lot was not begun until May, 1890, very nearly 10 years after the passing of the Praya Reclamation Ordinance of 1889. Surely, therefore, he was on solid ground when he said that not only would it be absurd but an impossible construction to adopt to say that this agreement was an agreement entered into with Sir William Des Vaux.

His Lordship—in this agreement the Governor's name is not even mentioned.

Mr. Pollock—No; quite so, my Lord.

It is an agreement with the Governor.

His Lordship—In this the person to whom he was with Mr. Pollock, who was an agreement made by Sir William Des Vaux.

Mr. Pollock—Is this the person to whom he was with Sir William Des Vaux?

His Lordship—Yes, that is the person.

Mr. Slade said there was a clause in the Interpretation Ordinance which stated that in all ordinances the Governor means the Governor for the time being.

His Lordship—It does not deal with rights?

Mr. Slade replied that there was no connection with rights at all. Proceeding he said it ought to be shown on the face of the pleadings how the title got from the then governor in 1889 and Sir Henry Blake into the plaintiff.

The difficulty was not cured by the addition of the words "Governor of Hongkong" which was his title.

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His Lordship—I am not quite sure that the King would be the proper party.

Mr. Slade—the whole suit was with regard to Crown lands: Crown leases had to be granted and His Majesty's name appeared on the leases, which were granted by the Governor for and on behalf of His Majesty.

Mr. Slade—Then let him state his title. My objection is that the action is defective because his title is not stated in any way.

That is with regard to the individual plaintiff, a suit by a Governor on behalf of the Government is no suit at all. He may be clearly a proper plaintiff, but it is not shown in the statement. I do not want to advise my friend, but the obvious plaintiff in this case is His Majesty the King. But how far the King would approve of being made the cat's-paw of two greedy Chinese who have been already defeated in the Privy Council I don't know.

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PENINSULAR & ORIENTAL STEAM NAVIGATION COMPANY.

WILL despatch VESSELS to the Undermentioned PORTS on or about the DATES named:

	STEAMERS	TO SAIL ON	NOTES.
SHANGHAI, NAGASAKI, POONA	16 p.m., 10th May.	Freight only.	
MOJI, KOBE, AND YOKOHAMA	Capt. A. F. VINE, R.N.R.	May.	
SHANGHAI	OCEANA	16 p.m., 12th May.	Freight and Pass.
LONDON, VIA USUAL PORTS	DELTA	1 Noon, 15th May.	Sea Special Advertisement
LONDON & ANTWERP, VIA SPORL, PLAIN, C.H.	PER A.	About 16th May.	Freight only.
PORT SAID & MARSAILLE	Capt. W. W. COKE, R.N.R.	May.	

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Between China, Japan and Europe, via Canada and the United States, calling at Hongkong, Shanghai, Nagasaki (through the Inland Sea) of Japan) Kobe, Yokohama, Victoria, and Vancouver, B.C.

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12 DAYS YOKOHAMA TO VANCOUVER.

21 DAYS HONGKONG TO VANCOUVER.

SAVING 6 TO 7 DAYS' OCEAN TRAVEL.

Proposed Sailing from Hongkong, St. John and Quebec.

Consealing with Royal Mail Atlantic Steamship.

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From Hongkong:

TUESDAY, MAY 11TH.

EMPIRE OF INDIA

SATURDAY, MAY 22ND.

EMPIRE OF JAPAN

SATURDAY, JUNE 12TH.

Monteagle

TUESDAY, MAY 11TH.

EMPIRE OF BRITAIN

FRIDAY, JUNE 18.

Empress of Japan

SATURDAY, JUNE 12TH.

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SHIPPING.

PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY.

PROPOSED SAILINGS OF MAIL STEAMERS.

MARSEILLES & LONDON,

TAKING PASSENGERS ALSO FOR

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THROUGH TICKETS ISSUED TO BOSTON AND NEW YORK.

STEAMERS to COLOMBO	Leave Honolulu	Connecting Steamers from Colombo to MADRAS & LONDON (Bristol London 1 day later)	Due at PARIS (Bristol London 1 day later)
TONE	Noon Saturday, 10th	Saturday, 10th	Saturday, 10th
DELTA	8000 May 15	INDIA 8000 June 18	JUNE 18
OGAMA	8000 May 22	VICTORIA 4500 June 25	JULY 3
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DEVANHA	8000 June 20	CHINA 8000 July 24	JULY 30
ASSAIVE	8000 July 18	MACEDONIA 10500 Aug. 7	Aug. 13
DELTA	8000 July 24	MOLDAVIA 9500 Aug. 21	Aug. 27
DELHI	8000 Aug. 10	MATUUA 11000 Sept. 4	Sept. 10
GALEDONIA	8000 Aug. 21	MONGOLIA 9500 Sept. 18	Sept. 24
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Passengers change steamers at COLOMBO, and those for BANDAR transfer also to the Express Mail Steamer at PORT SAID. Accommodation in the connecting steamer from COLOMBO is arranged in HONGKONG or at time of booking.

In addition to the above Mail Steamers the following:

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WILL LEAVE FOR

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STEAMERS.	Leave HONGKONG	Due at LONDON
TONE	about	about
PERA	May 19	July 3
* SOMALI	June 5	July 1
POONA	June 15	August 1
* NAMUR	June 30	August 15
* SIMLA	July 10	September 29
MALTA	July 22	September 12
* SARDINIA	Aug. 11	September 26
SYELA	Aug. 25	October 9

These Steamers call also at Singapore, Penang, Colombo, and at Malta Marseilles.

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Superintendent.

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THE EASTERN &

AUSTRALIAN

STEAMSHIP CO.
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TO AUSTRALIA.
MAIL SCHEDULE.
(SUBJECT TO MODIFICATION).

STEAMERS	ARRIVE HONGKONG FROM AUSTRALIA	LEAVE HONGKONG FOR AUSTRALIA
ALDENHAM	May 31.	29th May, at Noon.
EMPIRE	June 23.	22nd June, at Noon.
EASTERN		21st July, at Noon.

The above Steamers are fitted with Refrigerating Machinery, ensuring a plentiful supply of Ice, Fresh Provisions, etc., and are lighted throughout with Electricity. All State-Rooms have Electric Fans. A duly qualified Doctor and Stewardess are carried. For further particulars, apply to

GIBB, LIVINGSTON & CO.,
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Hongkong, November 2, 1908.

1427

JAVA-CHINA-JAPAN LIJN
REGULAR THREE-WEEKLY SERVICE BETWEEN
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THE STEAMERS ARE ALL fitted throughout with Electric Light and have accommodation for a limited number of Saloon Passengers, and will take cargo to all Northern Islands-India ports on through Bills of Lading.

For Particulars of Freight and Passage apply to the

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YORK BUILDINGS, 1st Floor.

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HONGKONG-MANILA

Highest Class, newest, fastest and most luxurious Steamers between HONGKONG and MANILA—Saloon and Cabin—Electric Light—Priest—Quiroga—Surgeon and Stewardess carried—All the most up-to-date arrangements for comfort of Passengers.

CHINA AND MANILA
STEAMSHIP COMPANY, LIMITED.

STEAMERS	FROM	EXPORTED ON OR ABOUT	WILL LEAVE FOR	ON OR ABOUT
TIJIKINI	JAPAN	First half of May.	JAVA	First half of May.
TIJODAS	JAVA	Do.	JAPAN	Do.
TIJIMAH	JAVA	Do.	AMOY	Do.
TIJLWONG	JAVA	First half of June.	JAPAN	First half of June.
TIJLATJAP	JAVA	Do.	SHANGHAI	Do.
TIJIPANAS	JAVA	Second half of June.	SHANGHAI	Second half of June.

For Freight or Passage, apply to

Shewan, Tomes & Co., General Managers.

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SHIPPING.

DOUGLAS STEAMSHIP COMPANY,
LIMITED.HONGKONG-SOUTH CHINA
COAST PORTS.

HIGHEST Class, fastest and most luxurious Steamers on the Coast, having splendid Accommodation for First-Class Passengers. Electric Light and Fire-Place Cabin.

STEAMERS FOR

HAICHING, SWATOW, AMOY & FOOCHEW.

Capt. J. W. Evans

TUESDAY, 11th May, at 1 p.m.

HAIMUN, SWATOW.

Capt. J. S. Ross

WEDNESDAY, 12th May, at 1 p.m.

HAI-TAN, SWATOW, AMOY & FOOCHEW.

Capt. J. S. Ross

FRIDAY, 14th May, at 1 p.m.

For the convenience of Passengers, Steamers will arrive at, and depart from, the Company's Wharf (near Black Pier).

For Freight and Passage, apply to

DOUGLAS, LAPRAIK & CO.,
General Managers.

Hongkong, November 17, 1908.

1508

NOTICE TO CONSIGNEES.

SHAW'S LINE OF STEAMERS
LIMITED.

NOTICE TO CONSIGNEES.

FROM HAMBURG, ANTWERP,
MIDDLESBROUGH, LONDON, COLOMBO
AND STRAITS.

THE Company's Steamship "Delta" having arrived from the above ports Consignment of Cargo are hereby informed that their Goods are being landed and placed at their risk in the HONGKONG and Kowloon Wharf and Godown Co.'s hazardous and/or extra hazardous Godowns at Kowloon, where each consignment will be sorted out mark by mark, and delivery can be obtained as soon as the Goods are landed.

Goods not cleared by the 14th May, at 8 a.m., will be subject to rent.

No Fire Insurance will be effected by us in any case whatever.

All damaged packages must be left in the Consignee's care, and a certificate of the damage obtained from the Godown Company within ten days after the vessel's arrival hereafter, which no claims will be recognized.

JARDINE, MATHESON & CO., LTD.,
Agents.

Hongkong, May 7, 1908.

618

NOTICE TO CONSIGNEES.

AMERICAN & MANCHURIAN LINE.

NOTICE TO CONSIGNEES.

FROM NEW YORK & SINGAPORE.

THE Steamship "Koranna".

Captain BRAZIER having arrived from the above ports, Consignment of Cargo are hereby informed that their goods are being landed at their risk in the Godown of the HONGKONG and Kowloon Wharf and Godown Co.'s hazardous and/or extra hazardous Godowns at Kowloon, and stored at Consignee's risk and expense.

All broken, chafed, and damaged Goods are to be left in the Godown, where they will be examined on Wednesday, the 13th inst., at 3 p.m.

All claims must be presented within fifteen days of the steamer's arrival hereafter, which date they cannot be recognized.

No claim will be admitted after the Goods have left the Godown, and all Goods remaining undelivered after the 12th inst. will be subject to rent.

No Fire Insurance will be effected.

Bill of Lading will be countersigned by

JARDINE, MATHESON & CO., LTD.,
General Managers.

Hongkong, May 8, 1908.

619

NOTICE TO CONSIGNEES.

PORTLAND & ASIATIC STEAMSHIP
COMPANY.

NOTICE TO CONSIGNEES.

FROM PORTLAND AND JAPAN
PORTS.

NOTICE TO CONSIGNEES.

CONSIGNNEES OF CARGO per Steamship
"Numantia".

The above-named steamer having arrived, Consignment of Cargo are hereby informed that their Goods are being landed and placed at their risk in the HONGKONG and Kowloon Wharf and Godown Company's Godowns at Kowloon, where each Consignment will be sorted out mark by mark, and delivery can be obtained as soon as the Goods are landed.

No Fire Insurance will be effected.

Bill of Lading will be countersigned by

JARDINE, MATHESON & CO., LTD.,
General Managers.

Hongkong, May 8, 1908.

620

NOTICE TO CONSIGNEES.

THE PENINSULAR & ORIENTAL
STEAM NAVIGATION CO. LTD.

NOTICE TO CONSIGNEES.

FROM CALCUTTA; PENANG AND
SINGAPORE.

NOTICE TO CONSIGNEES.

THE Steamship "Lightning" having arrived from the above Ports, Consignment of cargo by her are hereby informed that their goods will be delivered from alongside.

Cargo impeding the discharge or remaining on board after 4 p.m., the 11th inst., will be landed at Consignee's risk and expense.

No Fire Insurance will be effected.

Bill of Lading will be countersigned by

JARDINE, MATHESON & CO., LTD.,
General Managers.

Hongkong, May 8, 1908.

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NOTICE TO CONSIGNEES.

THE PERSIAN & CHINESE
STEAMER "POONA".

NOTICE TO CONSIGNEES.

FROM ANTWERP, LONDON, MALTA,
PORT SAID, SUEZ AND STRAITS.

NOTICE TO CONSIGNEES.

THE above-named steamer having arrived, Consignment of Cargo are hereby informed that their Goods are being landed and placed at their risk in the HONGKONG and Kowloon Wharf and Godown Company's Godowns at Kowloon, where each Consignment will be sorted out mark by mark, and delivery can be obtained as soon as the Goods are landed.

